Revenue

G.R.S. IX—5]

Previous references 1922-23 Mar

File No. 132-22

Serial Nos. 3+4.

Later references.
132 2284.5H.
Genl 261-23-1-2
Genl Dept 271-39.
Genl 295-39-1-2

GENERAL AND REVENUE SECRETARIAT.

Serial Nos 3—4

Part B for March 1923

SUBJECT

Liabilities of the Sri Lavinjanga matt.

G.O No 2506-7 / Genl 132-22 4 & 16.3.23
Sanctioning the payt of 4 months & Rewards of Lavinjanga & a total amt of 1300 Rs & the creditors - the charge being met fr — Kalabewwa Simple Genl D. xc

G. R. S. 11] 1922-3

GENERAL AND REVENUE SECRETARIAT.

(Mug)

NOTES.

File No. 132-22

FILE HEADING.

Suit against the Sivaganga Mutt by one Revanna for the recovery of Rs 5000 and odd due on Pro. Notes alleged to have been executed by the late Swamy & the agent.

From

The Mug: Comr in Mysore —

No. C 995 Dated 20-1-23 Received 20-1-23

Diary No. 1479 Enclos 2 Spare Copies Serial No. 3

BRIEF ABSTRACT OF LETTER.

Recommends that, in the circumstances explained by the Govt Advocate, the compromise suggested by him and agreed to by the plaintiff to receive a sum of Rs 4000, may be accepted & steps taken for payment of the amount.

NOTES AND ORDERS.

The Govt Advocate's letter and that of the Mug: Comr explain the circumstances under which the compromise proposed may be accepted.

2. In the concluding portion of para 2 of the Govt Advocate's letter, the total amount —

Serial No.

costs due to the plaintiffs is roughly calculated at Rs 7000 and as a result of the compromise, it is proposed to pay him a sum of Rs 4000 only, being the principal.

3. The reasons put forth by the Govt. Advocate for acceptance of the compromise are:-

1) The borrowed sums find a place in the accounts maintained by the Mutt and the several items of expenditure incurred do not appear to be either unnecessary, unwarranted or extravagant as these accounts have been summoned by the Plaintiffs, he may be able to establish his claim.

2) It is not desirable that the Agent and the then treasurer, who have also joined the Swamiji in the execution of the Pro: Notes, should be proceeded against by the Plaintiffs.

3) It is not satisfactory that an institution like the mutt, which has for Dharma, should avail itself of a purely technical objection to avoid payment. Even if [illegible]

NOTE—Contn. sheet.

Serial No

the claim is not legally sustainable there is certainly a moral obligation to pay -

4. As to the ways & means of paying off the amount, it is suggested that the debts to the extent of Rs 1722-3-0 due to the Matt may be utilized for the purpose, the Plaintiff being induced to take an assignment of these debts in part payment of his claim - As to the payt of the balance, the Mys Govt suggests that it should be advanced from State Funds or borrowed from another institution, subject to re payment by easy instalments

5 So, the points for orders are:

1) Whether the compromise proposal may be accepted and (2) if accepted, 2) the payment, as suggested, may be made

6. The case, it appears, has been posted for the 26th instant & the Govt Advocate has been requested by the Mys Govt to ask for a short adjournment.

Subt for orders as to whether the compromise may be accepted or it is

22-1-23

NOTE—Contn sheet

advantages of the mall. The Amil of Rs 2100 may be obtained as aloan to the mall from the funds of the Sri Gangadhareswara Swami temple at Sunjanga which has 3093 Rs at its credit. It can be repaid in one lump or instalments after the accounts are finally worked out by the Spl Duty Officer

RB
22/1/22

I wished that Rs 2000 might be paid & Ramappa in full satisfaction of his claim but this was not approved by Govt. The Govt Advocate proposes now that he may be paid Rs 4000, partly in the shape of cash and partly by transfer of lands and the remainder after land is sold.

Claim of his Creditors is Satisfied in this way, we are bound to Satisfy

1279

G R. S. III-2)

General and Revenue Secretariat. File No. of 19 .

Serial No.

Claims for much smaller sums of the other Creditors, who have not applied to Court have been allowed when Claims for same have been barred. Their Claims, if true, are also supported by the entries in the Account Book kept by the late Swami.

And the Claims should support be supported by all these persons if not by the Executors file with the last Application.

Let the Executors file the last Application and the matter be disposed of by the Members on this point, if that is desired.

First Meeting 11/2/23

I shall be glad to talk this over with the G. A. the Rev Secy being also present at the time.

Rees
26-1-23 26/1/23

On my intimating this fact to the G. A., as he promised to send word I see above letter 2.2.23

605-1-735
25.1.23

NOTE—Contn. sheet.

G. R. S. III-2.

General and Revenue Secretariat. File No. of 19

Serial No.

15 As decided by the Govt Advocate, I waited upon him yesterday and gave him a list of liabilities of the Sungaiga Mutt. They are as follows :—

Debts.	Amt (Principal)	Amt claimed	Moiety of the Principal
	Rs	Rs	
1 Revanna.	4000.	7008-000 (Prin. + Int.)	
2. Sangiah Chetty	1600.	2170	800
3. Municipal	500	"	250
4. Gopal Ananthajee	500	"	250

5 Sadasiva Naik 8006 S. 3. 3 — Unknown

Excluding Revanna's debt, a moiety of the other debts comes up to only Rs 1,300.

16 The Govt Advocate is of opinion that Revanna's claim comes up to Rs 7,000 odd, and pays of 4000 Rs to him would amount to a offer over a moiety of his claim or the Principal Amt [illegible]

17 The other debts are not of a pressing nature and will be [illegible]

NOTE—Contn. sheet.

Serial No.

in a court of law; and the Revenue Case is quite different from that of the other debtors, and the G.A considers that in the interest of the merit and of all parties concerned, the Mun Comr's recommendation in this regard may be sanctioned.

2) In case it is decided fit to consider the cases of the other debtors, he thinks that as the merits of all the debts together comes to Rs 1,300-0, this may also be sanctioned.

3100
1300
3400 Rs

3) Mr Hilal Nawaz has offered to take certain documents in favour of the merit amounting to Rs 1900 from the court & he eventually secured from the merit funds is only 3100 Rs - add this Rs 1,300 due to other debtors, the total comes to Rs 3,400 which can be returned as a loan from ~~the~~ ~~fisher~~ fund & repaid in convenient instalments.

8/3/1934

Yes, I agree to the arrangement

NOTE—Contn sheet.

1679

G R.S. III-21

General and Revenue Secretariat. | File No. of 19

Serial No.

arrangements mentioned above.
Chief Secretary
Govt. Adm
1/3/23.
Chief Minister) UJ - 1/3/23

7178-57
8.3.23

I think this has also talked over by me with the Rev. Secy & the G. A. some days ago. The arrangement now proposed is more or less on the lines agreed to on the occasion. Further action may now be taken accordingly.

Rev
6.3.23 - 4 6/3/23

A typed note is put up for submission to the Dewan Sahib

BG
8/3/23
2 ½

A note is put-up.
UJ 8/3/23

Dewan) 4/3

Chief Minister) UJ 3/3/23

P.70

DEWAN'S OFFICE
Recd. on MAR 8 1923
Reg. No. 5-245

7339-212
9.3.23.

NOTE—Contn. sheet.

N o t e.

The affairs of the Sivaganga Matt are under the management of Government, the present Swami being a minor.

After the demise of the late Swami in October 1918, certain persons preferred claims for various sums on the ground that they had lent moneys to him. The Muzrai Superintendent held an enquiry and submitted a note dated 17th May 1921 explaining the details of the various debts, and proposing that a moiety of the Principal amounts might be paid to the creditors, as had been done on a previous occasion in the case of this Matt But as the then Government Advocate was of opinion that the claims put forward were not legally tenable and might be ignored - Govern-ment did not sanction the recommendation of the the Muzrai Superintendent and the creditors were informed by the Muzrai Super-intendent that their claims were not tenable. (Vide Muz.File 255 of 20-21).

Subsequently one of the creditors, named Revanna of Sivaganga, filed a suit against the Matt in respect of his debt of Rs.4000/- (principal) with interest and the Government Advocate who has ~~even~~ been asked to defend the Matt in the suit, states that it is desirable to enter into a compromise with Revanna and suggests that he may be paid Rs.4000/- in full settlement of his total claim which comes to over Rs.7,000/-. He also says that in discharge of Rs. ~~2,100~~ 1900/- out of Rs.4000/- pro-notes executed by

others

others in favor of the late Swami may be transferred to Revanna and that the balance of Rs. ~~1,000~~ 2100/- may be paid in cash from the Matt funds. The Muzrai Commissioner strongly supports this recommendation.

The file having been submitted to the First Member, he was of opinion that though the other creditors did not file suits in courts, ~~and~~ but allowed their claims to lapse, yet justice requires that their claims should also be at least partly -- satisfied. A moiety of all their claims put together comes up to Rs.1,300/- and the First Member is of opinion that this may also be paid. If this view is approved,

~~The~~ total amount to be paid from Matt funds will be Rs.5,300/- out of which pro-notes for Rs. ~~2,100~~ 1900/- will be ~~debi~~ delivered to ~~the creditor~~ Revanna for realisation of the amount and the ~~rest~~ paid from the funds of the Matt.

The Guestion is whether Revanna & others Rs 1300 for. & the other creditors Rs 4000 can also be paid from Matt funds.

8/3/23

8/3/23

Lapse the above.

10.3.23

1478

G R. S. III-21

General and Revenue Secretariat. — File No. 132 of 19 22

Serial No.

7339-212
9.3.23

Secn.

The rule CD work have been submitted through the member.

Asst
10.3.23 — U/10/3/23

Draft order sub?

BG
12/3/23 — U/12/3/23

Draft is sub?

BG
12/3/23

7464-256.
14.3.23

(First Member) U/13/3/23

Draft approved

Asst
15.3.23 — U/15/3/23

4 No 2566-7 A issued to Asst Secr. Comm. & Asst Comptr.

Requests Asst Secr. Comm. to take suitable action in the matter & submit a report early to first.

NOTE—Contn sheet

G. R. S. III—3]

ROUTINE NOTES.

[To be used only for notes, requisitions, etc., not intended for permanent record]

Sri Gangadharaswara

O B 3555-6-2

Jastin 110-6-0

Receipts of Tirthi 171-10-9

3843-6-11

Expts 117-12-8

129-12-8

18?-12-?

?-0-0

27?-7-

74?-?-5

Balance ?-?-?

?5?-?-?

.6-7-0

Jastik 2?24-2-8

Receipts ?-?-?

?-?-?

?-?-?

?-?-?

?-?-?

384?-12-?

Muster

with compliments to

the Supdt, Mysore Lecture,

Comptroller's Office.

Please mention below.

the amt at the credit

of the Sri Gangadharaswara

Swami Temple at

Sivaganga, and the

Sri Kalakeswara Swami

Temple at Kalasa.

Shanmukh

Supt Mysore Lecture

2/23

B.—Should routine notes be written on small sl
the notes must be copied, or slips pasted
this form.

G. R S. III—3]

ROUTINE NOTES.

[T . be used only for notes, requisitions, etc., not intended for permanent record.]

Sri Ganga Dharma Memorial Temple

Receipts — 3843-6-11

Expenses — 779 12-3

Balance 3143-9-8

Sri Ganga Dharma Memorial Temple

[illegible] 15 2 [illegible] 12-1

[illegible] 7,725 3-11

120 3-2

ould routine notes be written on small slips, the notes must be copied, or slips pasted on this form

2434 1479

2273

C995

Sri. Mines

Office of the Muzrai Commissioner in Mysore,

Dated, Bangalore, the 20th January 1923.

From

132-22-3

K. Chandy, Esquire, B.A.,

Muzrai Commissioner in Mysore.

20 JAN 23

To

T.E. Jayarama Aiyar, Esq., B.A., B.L.,

Secretary to the Government of His Highness

the Maharaja of Mysore, Revenue Department.

Sir,

A With reference to Government Proceedings No.2225-6/M.F.200-21-6 dated 3rd November 1921 according sanction to engage the services of Mr. K. Sankaranarayana Rao, Advocate, to appear on behalf of the -- present minor Swami of the Sri Sivaganga Matha with the Muzrai Superintendent as guardian and also the Agent of the Matha and to conduct the suit filed by one Revanna for the recovery of Rs 5,000/- and odd due on two pro-notes alleged to have been executed by the late Swamigalu and the Agent, I have the honor to forward herewith copy of letter No.330 dated 10th January 1923 from the Government Advocate explaining fully the circumstances of the case and offering certain suggestions for an amicable settlement of the claim of Revanna which has been the subject-matter of the original suit No.17 of 21-22 on the file of the Subordinate Judge's Court, Bangalore.

2. The claim of Revanna seems to me to be somewhat different from the claims of the other creditors of the deceased Swamigalu whose demand to be paid out of the funds of the Matha was rejected in Government Proceedings No.26-8/M.F.755-20-2 dated 5th July 1921, in as much as the Pro-notes in the present instance have been executed by the late Swamigalu, the agent and the then Treasurer and that the amounts -- borrowed find a place in the accounts of the Matha. For the above

ver

above reasons and in the circumstances detailed in Mr. Sankaranarayana Rao's letter, I quite agree in his conclusions and beg accordingly to recommend that the opportunity now afforded for effecting a compromise may be taken advantage of and the terms of settlement accepted.

3. As regards the ways and means for paying a sum of Rs 4000/- to Revanna in pursuance of the settlement to be finally arrived at, I beg to state that the Matha is working with a debit balance and it is not possible to make available the amount immediately from the funds of the institution.

In this connection I submit herewith a report from the Agent of the Matha giving a list of debtors to the Matha and the amount due by each debtor. All these debts are said to be secured ones and easily recoverable. Including the value of the land purchased from the plaintiff Revanna - which he is willing to repurchase for the same value - the recoveries to be made amount to Rs 1,922-8-0 according to the calculations made by the Agent. From informal enquiries made, it is ascertained by the Agent that the plaintiff is willing to take an assignment of these debts in part payment of his claim. This still leaves a balance of nearly Rs 2,000/- and odd and the question of how this amount is to be paid has to be considered. The only course that suggests itself to me is that the amount should be advanced from State Funds as on previous occasions subject to adjustment when sufficient funds accumulate to the credit of the Matha. Or on the alternative to borrow the amount from the funds of some other institution subject to repayment by easy instalments or in one lump after final orders are passed on the notes of Mr. A. Mrityunjaya Iyer, Special Duty Officer, by which it is said that the Matha stands to gain several thousands of rupees.

4. As the case comes on for hearing on the 24th instant, I solicit the very early orders of Government in the matter. The Government Advocate ~~has~~, however, has been requested to obtain a short adjournment if orders of Government are not communicated to

communicated to him before the date of hearing.

I have the honor to be,

S i r,

Your most obedient servant,

Muzrai Commissioner.

D.N.

Letter No.330 dated 10th January 1923, from the Government Advocate, to the Muzrai Commissioner in Mysore:--

"I have the honor to place before you for consideration the following proposal for an amicable settlement in the matter of the claim of one Revanna against the Swami of the Sivaganga Matt in -- respect of which he has filed a suit O.S.No.17 of 21-22 on the file of the Subordinate Judge, Bangalore.

The amount claimed by him is a sum of Rs. 4,000/- principal due on two promissory Notes executed by the late Swami of the Mutt, the Agent and the then Treasurer of the Mutt. The amount as it stood on the date of the suit viz., (3rd August 1921) was Rs. 4,000/- plus Rs. 1,890-12-0 being the interest up-to-date of suit at 1% per month, i.e., Rs. 5,890-12-0 in all. The plaintiff has incurred very heavy costs by way of Court fees and Lawyer's charges, and interest is also accruing on the principal sum since the date of suit, and on a rough calculation I find that the total amount due to him including costs etc., would be Rs. 7,000/-.

We have no doubt urged certain technical objections against the claim the most important of them being that the institution is not bound by the acts of the late Swami and that sufficient funds having been sanctioned and paid by Government to meet the expenses of the Induction (Shishya Sweekara) ceremony, there was no necessity for the Swami to borrow the amount in question. But from the -- accounts maintained by the Mutt which appear to have been regularly kept, I find that these sums borrowed find a place in the accounts and the several items of expenditure incurred do not appear to be either unnecessary, unwarranted or extravagent. These accounts have now been summoned by the plaintiff and should the Court be put to the necessity of investigating the whole matter thoroughly, I am not sure if the plaintiff would not be able to establish that the amounts lent by him were for necessary purposes binding the institution.

There is another important aspect of the question which has to be considered, and that is that the Agent and the then treasurer of the Mutt have also joined the Swami in the execution of the Promissory notes and in any event there is bound to be a decree against them and it is rather awkward that they should be proceeded against by the plaintiff while in executing the Promissory Notes in question all along they acted under the belief that the debt would be discharged by the Mutt itself. Further more, it seems to me to be rather unsatisfactory that an institution which stands for Dharma should avail itself of purely technical objections like an ordinary debtor who is anxious to avoid payment of a just debt. Even supposing that the claim is not legally sustainable, there is certainly a moral obligation to pay.

On the last date of hearing, there were certain overtures of a compromise between the parties and in view of the aforesaid considerations, I fell in with the idea and the plaintiff, his Advocate Mr. N.V. Narasimha Iyengar, the Agent of the Mutt and myself discussed the matter at some length with the result that the plaintiff has consented to accept the principal sum of Rs. 4,000/- in full satisfaction of his claim which at present aggregates to nearly Rs. 7,000/-.

In several previous instances the Government was pleased to settle the claims of a number of creditors of the Mutt by paying them a moiety of their debt, and applying the same principle to the present case, the amount payable would be Rs. 3,500/- being half of the present claim of Rs. 7,000/-. An extra Rs. 500/- makes it a round sum of Rs. 4,000/- which represents barely the principal amount lent by the plaintiff.

Under the above circumstances I would request you to place the matter before Government and obtain their sanction for a settlement of the claim on the lines indicated above.

I understand that there are certain debts due to the Mutt by people who have borrowed small sums of money from the Mutt and it

and it might be possible for us to induce the Plaintiff to take an assignment of some of these debts in part payment of his claim. This will enable us to avoid some litigation in respect of the collection of these debts and reduce also to that extent the amount actually payable under the terms of the compromise.

The case comes on for hearing on the 24th instant, and I request you therefore to obtain the necessary orders in time to enable me to report compromise on that date."

"Copy".

H. Chaudy

Mukrai Commissioner.

132-22-4 200

Proceedings of the Government of H.H.
the Maharaja of Mysore.

- - - -

Read --

G.O.No.26-8/Muz.255-20-5 dated the 5th July 1921 declining to sanction the recommendation of the Muzrai Superintendent that the marginally noted creditors might be paid a moiety of the debts given by them to the late Swamigalu of the Sri Sivaganga Matt.

1. Sanjiva Chetty of Tumkur
2. A.Thimmiah of Bangalore.
3. Rao Bahadur Gopal Anantagiri of Dharwar
4. Revenna of Sivaganga.

G.O.No.2225-6/Muz.200-20-6 dated 3rd November 1921 approving of the recommendation of the Muzrai Superintendent to engage the services of Mr. K. Shankaranarayana Rao, M.A., B.L., Advocate, to appear on behalf of the Minor Swami of the Matt with the Muzrai Superintendent as guardian of the Swami as well as the Agent of the Matt in a suit filed against them by Revanna of Sivaganga.

Letter No.C.995 dated the 20th January 1923 from the Muzrai Commissioner in Mysore submitting a copy of a letter received from the Government Advocate stating that, in the interest of all parties concerned, it would be desirable to enter into a compromise with Revanna, that he may be paid Rs.4,000/- in full settlement of his total claim coming up to over Rs.7,000/- and that in discharge of Rs. ~~2,100~~ 1900/- out of this amount of Rs.4,000/- pro-notes executed by others in favor of the late Swami may be transferred to Revanna, the balance of Rs. ~~1,000~~ 2100/- being paid from Matt funds, and recommending that the proposals of the Government Advocate may be sanctioned.

Order -- No. 2506-7 Encl
Mur 132-22-4

Dated Bangalore, 16·3·23

Court 15/3

On a full consideration of all the aspects of the case, Government agree with the Muzrai Commissioner and the Government Advocate in considering that it is desirable to enter ~~with~~ into a compromise with Revanna and are pleased to sanction the recommendations made in this behalf.

2. It has also been brought to the notice of Government that the total of ~~claims~~ the claims of the other ~~debtors~~ creditors comes to Rs.2,600/- as per margin and Government consider that ~~through~~ -- though the claims are time-barred ~~and are not likely to be pressed for payment~~, yet equity requires that they should not be adjusted at least partially. They are therefore pleased to sanction the payment of a moiety of the debts in question to the creditors concerned after obtaining from them stamped receipts that they accept the sum in full ~~satisfaction~~ final of their claim. The whole amount thus payable is Rs.5,300/- out of which pronotes executed ~~on~~ in favour ~~of~~ of the late Swami amounting to Rs. ~~2100~~ 1900/- may be handed over to the palintiff Revanna, and the remaining Rs.3,400/- drawn as a loan from the funds of the Sri Kalaseswaraswami temple at Kalasa and paid to the Creditors as follows:-

Revanna ...	~~1,900~~ 2,100 Rs
Sanjiva Chetty ..	800
A.Thimmiah . .	250
Rao Bahadur Gopal Anantagiri.	250
	3,400

Paid

This loan will be paid to the Kalaseswaraswami temple in 6 annual instalments.

Sanjiva Chetty	1,600
Thimmiah	500
Rao Bahadur Gopal Anantagiri	500
	2,600

3. Government observe that it was improper on the part of the Agent to have jained the late Swami in executing pronotes in favour of Revanna.

4. The Muzrai Commissioner is requested to take needful action in the matter at a very early date and submit a report to Government as early as possible.

13/3/23

Secretary to Government,
Revenue Department.

To

12/3/23

The Muzrai Commissioner in Mysore
The Comptroller to Government.

Recd
15. 3. 23

No 2521 dt 21.3.23
Copy of the above is forwarded with compliments to the Govt Advocate for information.

No 2522 dt 21.3.23
Copy of the above is forwarded to the Agent for the Sri Sivaganga matt for information.

By order

Section Officer

Asst Secy

23/3/23

Secretary